



PATENT  
03456-P0001B LHR

#6

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants	Joan Phillips Waldron, <i>et al.</i>
Serial No. 09/821,097	Filing Date: March 29, 2001
Title of Application	Method And Apparatus For A Hearing Aid Coupling System

Assistant Commissioner for Patents  
Washington, DC 20231

### **Statement in Support of Petition Pursuant to Rule 47(b) by the Assignee of the Invention**

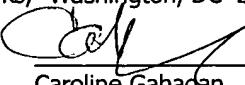
Enclosed herewith is a petition pursuant to Rule 47 for accepting all of the declarations submitted with this application as a satisfactory response to the Missing Parts Notice, a copy of which is enclosed. This notice requested original signatures to a declaration from the inventors, Joan Waldron and Jacob Segovia, since the signature by Grace Scire had been enclosed with the original filing.

Extensive proof of ownership by the Assignee, New World Sounds Incorporated, is being provided with the petition.

An extension of time to file the response to the Missing Parts Notice is also enclosed together with the required fee. A fee for the Rule 47 petition is also enclosed.

**Mailing Certificate:** I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Commissioner for Patents and Trademarks; Washington, DC 20231.

August 3, 2001

  
Caroline Gahagan

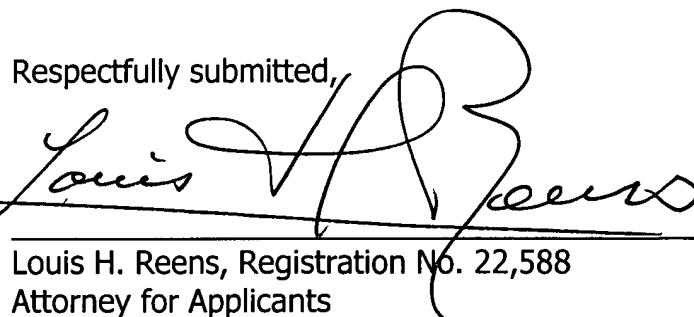
Statement in Support o Petition  
Serial No. 09/821,097  
August 3, 2001

Early favorable considerations of the Rule 47 petition and the response to the Missing Parts Notice are requested.

As of the date of this submittal the undersigned has had no response from the inventor Jacob Segovia to the June 11, 2001 letter requesting a signature to the Declaration form.

Respectfully submitted,

Aug 3, 2001

  
Louis H. Reens, Registration No. 22,588  
Attorney for Applicants  
ST.ONGE STEWARD JOHNSTON & REENS LLC  
986 Bedford Street  
Stamford, CT 06905-5619  
203 324-6155



PATENT  
03456-P0001B LHR

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants	Joan Phillips Waldron, <i>et al.</i>
Serial No. 09/821,097	Filing Date: March 29, 2001
Title of Application	Method And Apparatus For A Hearing Aid Coupling System

Assistant Commissioner for Patents  
Washington, DC 20231

**Petition Pursuant to Rule 47(b) by the Assignee of the Invention**

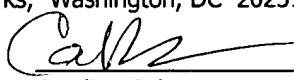
1. New World Sounds Incorporated, a Connecticut corporation, having a principal place of business at Ten Filmore Avenue; Danbury, Connecticut, through its President, Grace Scire', herewith petitions the Commissioner to accept this petition as the equivalent of Mr. Segovia's signature on the declaration, to grant a patent application filing date and patent thereon after examination, and to prevent the loss of rights in and to the subject patent application.

2. The undersigned, Grace Scire' states that she is an inventor in the subject patent application and is the President of New World Sounds Incorporated, the owner of the subject patent application.

3. The subject patent application has three joint inventors: Joan Phillips Waldron, Grace Scire', and Jacob Segovia.

**Mailing Certificate:** I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Commissioner for Patents and Trademarks; Washington, DC 20231.

August 3, 2001

  
Caroline Gahagan

4. Joan Phillips Waldron and Grace Scire' have signed the attached declaration for the subject patent application, while the joint inventor, Jacob Segovia, has not. The declaration bearing Grace Scire's signature is on file with the U.S. Patent Office. Enclosed herewith is a declaration bearing the signature of Joan Phillips Waldron.

5. Ownership in the entire subject patent application resides with New World Sounds Incorporated by virtue of Assignments, copies of which are attached hereto. These Assignments are:

a. Assignments by virtue of three identical employment agreements included in Exhibit 1 and executed on September 8, 2000 by Jacob Segovia and effective on February 9, 2000, by Joan Phillips Waldron on September 7, 2000 and effective on February 9, 2000, and by Grace Scire' effective on February 9, 2000.

b. An Assignment in Exhibit 2 of a provisional patent application, Serial No. 60/195,240, which is furthermore identified in and referred to on page 1 of the subject patent application, as well as in the enclosed declaration and the declaration on file with the PTO in the subject application. This Assignment was signed by all three inventors; namely, by Ms. Waldron on September 15, 2000; by Ms. Scire' on September 27, 2000; and by Mr. Segovia on September 22, 2000.

c. A confirmatory Assignment in Exhibit 3 signed by Ms. Waldron on March 28, 2001, and by Ms. Scire on March 29, 2001.

6. On July 12, 2001, a letter (copy enclosed in Exhibit 4) was sent by Louis H. Reens, patent counsel to New World Sounds Incorporated, to joint inventor Mr. Jacob Segovia at his last-known address: 789 Ridge Drive; Divide, Colorado 80814. This address was correct as of at least June 1, 2001. This letter

was sent by Federal Express evidenced by the Federal Express Shipping Label included in Exhibit 5, which delivered the letter to that address on July 13, 2001 at 11:30 a.m. as per the enclosed Federal Express Detailed Tracking Statement included in Exhibit 5.

7. As of the date of signing of this Statement, neither a response to the enclosed letter from Mr. Reens, nor a signed declaration, nor a signed confirmatory assignment were received from Mr. Segovia.

8. On May 7, 2001, the U.S. Patent Office requested a declaration signed by inventors Waldron and Segovia be submitted. The declaration bearing Mr. Waldron's signature is enclosed. The declaration bearing Mr. Segovia's signature cannot be produced.

9. It is requested that this petition be construed as a replacement of Mr. Segovia's signature on the declaration since he, as a former employee who had assigned his rights in and to the invention in the subject patent application to New World Sounds Incorporated.

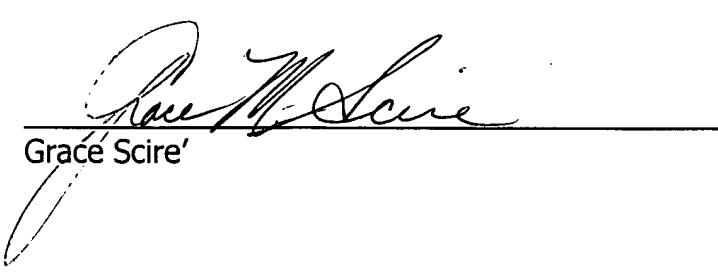
10. The acceptance of this petition is essential to preserve New World Sound's rights in and to the invention embodied in the subject patent application and enable its examination before the US Patent and Trademark Office.

The undersigned, Grace Scire, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of this document, declare that I am President of New World Sounds Incorporated; I am properly authorized to execute this document on its

Page 4  
Petition Pursuant to Rule 47(b)  
Serial No. 09/821,097

behalf; all statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true.

Respectfully submitted,

  
Grace Scire'



## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

1 THIS PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT ("Agreement") is entered into on February 9, 2000 between New World Sounds, Incorporated (the "Company"), A Connecticut corporation, and Jacob Segovia, (Employee) a Colorado resident.

In consideration of the commencement of Employee's employment and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

1. **Effective Date.** This Agreement shall become effective as of the February 9, 2000.

2. **Confidential Information.** The Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as Confidential Information). The Company may also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Company performs services or from whom the Company or Employee obtains information.) Confidential Information includes not only information disclosed by the Company or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 8.1 below). Confidential Information is to be broadly defined. Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitation, Confidential Information includes any and all information concerning teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

customer and supplier identities, characteristics, and agreements.

**3. Protection of Confidential Information.** Employee agrees that, at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of the Company or Clients except for the benefit of the Company or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's offices without prior written approval of the Company. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the Company. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the Company is required under this Agreement, it may, by written designation, authorize an agent of the Company to perform such act.

**4. Noncompetition During Employment.** Except with the express prior written consent of the Company, Employee agrees that he or she will not, during the period of his or her employment with the Company: (a) engage in any employment or activity other than for the Company in any business in which the Company is engaged or contemplates engaging; (b) induce any other employee of or consultant to the Company to engage in any such employment or activity; or (c) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

**5. Prior Knowledge and Inventions.** Employee has disclosed on Schedule A a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.

**6. Prior Commitments.** Employee has no other agreements, relationships, or commitments to any other person or entity that conflict with

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Employee's obligations to the Company under this Agreement.

**7. Proprietary Information or Trade Secrets of Others.** Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and confidential information belonging to all prior employers.

**8. Assignment of Employee Inventions**

**8.1. Disclosure.** Employee will promptly disclose in writing to the Company all discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registerable under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company (all of the foregoing are referred to in this Agreement as Inventions).

**8.2. Assignment of Inventions.** Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions.

**9. Power of Attorney.** In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or any other cause, Employee hereby irrevocably designates and appoints the Company

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

and each of its duly authorized officers and agents as his or her agent and attorney-in-fact to act for and in his or her behalf and stand to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

### 10. Termination of Employment.

**10.1. Delivery of Documents and Data.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Company or Clients, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign Schedule B to this Agreement. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company or Clients.

**10.2. Obligations of Employee After Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of the Confidential Information and Inventions of the Company and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company or its Clients any Confidential Information or Invention. Employee further agrees that, for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

**11. Injunctive Relief.** Because Employee's breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, Employee agrees that the Company will be entitled to

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

**12. Attorney Fees.** If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees.

**13. Material Condition of Employment.** Employee acknowledges and agrees that the protections set forth in this Agreement are a material condition to his or her employment with and compensation by the Company.

**14. Amendment and Binding Effect.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

**15. Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

**16. Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter.

**17. Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by the Company of any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

**18. Severability.** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void or

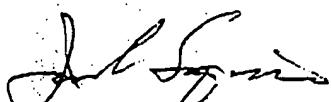
**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

**19. Employment at Will:** Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Confidentiality Agreement shall limit or otherwise alter the foregoing.

**CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.**

**EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT.**

  
Jacob Segovia

9-8-2000

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Schedule A

Employee Statement

1. Prior Inventions. Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions (if none, so state):

PASC System / Electronic Landing System / Hindsight System  
STRIKER AIRCRAFT WARNING SYSTEM / HANDS FREE TEST STATION  
I claim the following inventions:

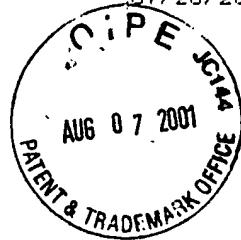
DOWNED AIRCRAFT FLIGHT BEACON SYSTEM /  
CARDA Alert system / ATMOS ENGINE / MAGNETIC PULSE ENGIN

2. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Company under my Confidentiality Agreement (if none, so state):

Specify conflicts: NONE

Date: 9-8-2000

  
Jacob Segovia



## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

**THIS PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT** ("Agreement") is entered into on February 9, 2000 between New World Sounds, Incorporated (the "Company"), A Connecticut corporation, and Grace Scire', (Employee) a Connecticut resident.

In consideration of the commencement of Employee's employment and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

**1. Effective Date.** This Agreement shall become effective as of the February 9, 2000.

**2. Confidential Information.** The Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as Confidential Information). The Company may also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Company performs services or from whom the Company or Employee obtains information.) Confidential Information includes not only information disclosed by the Company or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 8.1 below). Confidential Information is to be broadly defined. Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitation, Confidential Information includes any and all information concerning teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer and supplier identities, characteristics,

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

and agreements.

**3. Protection of Confidential Information.** Employee agrees that, at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of the Company or Clients except for the benefit of the Company or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's offices without prior written approval of the Company. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the Company. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the Company is required under this Agreement, it may, by written designation, authorize an agent of the Company to perform such act.

**4. Noncompetition During Employment.** Except with the express prior written consent of the Company, Employee agrees that he or she will not, during the period of his or her employment with the Company: (a) engage in any employment or activity other than for the Company in any business in which the Company is engaged or contemplates engaging; (b) induce any other employee of or consultant to the Company to engage in any such employment or activity; or (c) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

**5. Prior Knowledge and Inventions.** Employee has disclosed on Schedule A a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.

**6. Prior Commitments.** Employee has no other agreements,

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Company under this Agreement.

**7. Proprietary Information or Trade Secrets of Others.** Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and confidential Information belonging to all prior employers.

### 8. Assignment of Employee Inventions

**8.1. Disclosure.** Employee will promptly disclose in writing to the Company all discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registerable under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company (all of the foregoing are referred to in this Agreement as Inventions).

**8.2. Assignment of Inventions.** Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions.

**9. Power of Attorney.** In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or any other

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact to act for and in his or her behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

### 10. Termination of Employment.

**10.1. Delivery of Documents and Data.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Company or Clients, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign Schedule B to this Agreement. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company or Clients.

**10.2. Obligations of Employee After Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of the Confidential Information and Inventions of the Company and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company or its Clients any Confidential Information or Invention. Employee further agrees that, for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

**11. Injunctive Relief.** Because Employee's breach of this Agreement may cause the Company irreparable harm for which money is inadequate

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

compensation, Employee agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

**12. Attorney Fees.** If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees.

**13. Material Condition of Employment.** Employee acknowledges and agrees that the protections set forth in this Agreement are a material condition to his or her employment with and compensation by the Company.

**14. Amendment and Binding Effect.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

**15. Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

**16. Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter.

**17. Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by the Company of any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

**18. Severability.** If a court finds any provision of this Agreement

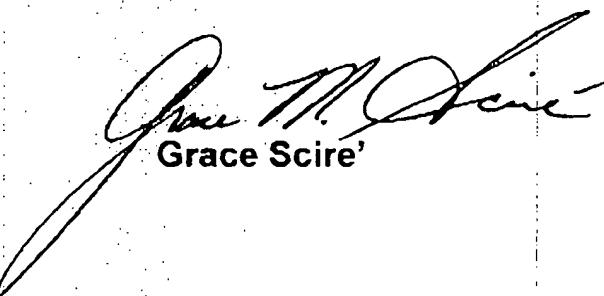
## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

**19. Employment at Will.** Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Confidentiality Agreement shall limit or otherwise alter the foregoing.

**CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.**

**EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT.**



Grace Scire'

**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT****Schedule A****Employee Statement**

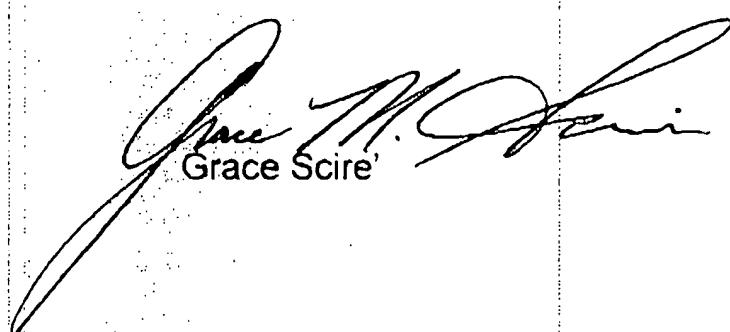
1. Prior Inventions. Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any Inventions (if none, so state):

I claim the following inventions: *None*

2. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Company under my Confidentiality Agreement (if none, so state):

Specify conflicts: *None*

Date:

  
Grace Scire

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

### Schedule B

#### Termination Certification

This is to certify that I do not have in my possession, nor have I failed to return, any Confidential Information or copies of such information, or other documents or materials, equipment, or other property belonging to the Company or its Clients.

I further certify that I have complied with and will continue to comply with all the terms of the Confidentiality and Invention Assignment Agreement which I signed, including the reporting of any Inventions (as defined in that agreement) conceived or made by me that are covered by that Agreement.

I further agree that, in compliance with the Confidentiality and Invention Assignment Agreement, I will preserve as confidential and not use any or all Confidential Information, Inventions, or other information that has or could have commercial value or other utility in the business in which the Company or its Clients are engaged or in which they contemplate engaging. I will not participate in the unauthorized disclosure of information that could be detrimental to the interests of the Company or its Clients, whether or not such information is identified as Confidential Information by the Company or its Clients.

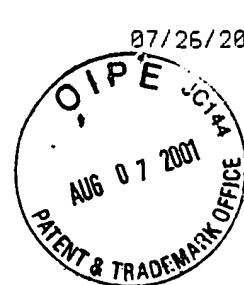
On termination of my employment with the Company, I will be employed by [name of new employer] and will be working in connection with the following projects: [generally describe the projects]:

Date:

Grace Scire'

Page 8 of 9

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT



## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

**THIS PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT** ("Agreement") is entered into on February 9, 2000 between New World Sounds, Incorporated (the "Company"), A Connecticut corporation, and Joan Waldron (Employee) a Colorado resident.

In consideration of the commencement of Employee's employment and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

**1. Effective Date.** This Agreement shall become effective as of the February 9, 2000.

**2. Confidential Information.** The Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as Confidential Information). The Company may also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Company performs services or from whom the Company or Employee obtains information.) Confidential Information includes not only information disclosed by the Company or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 8.1 below). Confidential Information is to be broadly defined. Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitation, Confidential Information includes any and all information concerning teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer and supplier identities, characteristics,

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

and agreements.

**3. Protection of Confidential Information.** Employee agrees that, at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of the Company or Clients except for the benefit of the Company or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's offices without prior written approval of the Company. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the Company. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the Company is required under this Agreement, it may, by written designation, authorize an agent of the Company to perform such act.

**4. Noncompetition During Employment.** Except with the express prior written consent of the Company, Employee agrees that he or she will not, during the period of his or her employment with the Company: (a) engage in any employment or activity other than for the Company in any business in which the Company is engaged or contemplates engaging; (b) induce any other employee or consultant to the Company to engage in any such employment or activity; or (c) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

**5. Prior Knowledge and Inventions.** Employee has disclosed on Schedule A a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.

**6. Prior Commitments.** Employee has no other agreements,

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Company under this Agreement.

**7. Proprietary Information or Trade Secrets of Others.** Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and confidential Information belonging to all prior employers.

### 8. Assignment of Employee Inventions

**8.1. Disclosure.** Employee will promptly disclose in writing to the Company all discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registerable under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company (all of the foregoing are referred to in this Agreement as Inventions).

**8.2. Assignment of Inventions.** Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions.

**9. Power of Attorney.** In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or any other

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact to act for and in his or her behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

### 10. Termination of Employment.

**10.1. Delivery of Documents and Data.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Company or Clients whether prepared by Employee or otherwise coming into his or her possession or control, and to sign Schedule B to this Agreement. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company or Clients.

**10.2. Obligations of Employee After Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of the Confidential Information and Inventions of the Company and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company or its Clients any Confidential Information or Invention. Employee further agrees that, for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

**11. Injunctive Relief.** Because Employee's breach of this Agreement may cause the Company irreparable harm for which money is inadequate

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

compensation, Employee agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

**12. Attorney Fees.** If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees.

**13. Material Condition of Employment.** Employee acknowledges and agrees that the protections set forth in this Agreement are a material condition to his or her employment with and compensation by the Company.

**14. Amendment and Binding Effect.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

**15. Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

**16. Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter.

**17. Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by the Company of any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

**18. Severability.** If a court finds any provision of this Agreement

2. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Company under my Confidentiality Agreement (if none, so state):

Specify conflicts:

Date: 7 Sept 00

  
Joan Waldron

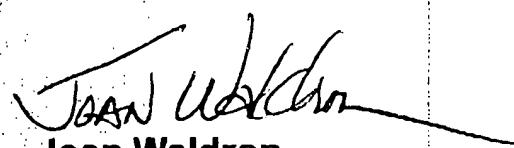
**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

**19. Employment at Will.** Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Confidentiality Agreement shall limit or otherwise alter the foregoing.

**CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.**

**EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT.**

  
Joan Waldron

## **ASSIGNMENT**

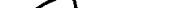
In consideration of One Dollar and other good and valuable consideration, of which we acknowledge receipt, we, **Grace M. Scire, 10 Filmore Avenue, Danbury, Connecticut 06811; Joan Waldron, 624 Republic Drive, Fort Collins, Colorado 80526; and Jacob Segovia, 789 Ridge Drive, Divide, Colorado 80814**, sell and assign to New World Sounds, Incorporated, a Connecticut Corporation (Company), its successors and assigns the entire right, title and interest in and to the improvements **"METHOD AND APPARATUS FOR A HEARING AID COUPLING SYSTEM"** (Docket No. **WAJ-0001**) invented by us, as described in United States provisional patent application, Serial No. 60/195,240, filed April 5, 2000, and any and all applications for patent and patents therefor in any and all countries, including all non-provisionals, divisions, reissues, continuations and extensions thereof, and all rights of priority resulting from the filing of said United States application, and authorize and request any official whose duty it is to issue patents, to issue any patent on said improvements or resulting therefrom to said New World Sounds, Incorporated, or its successors or assigns and agree that on request and without further consideration, but at the expense of said Company, we will communicate to said Company or its representatives or nominees any facts known to us respecting said improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Company, its successors, assigns, and nominees to obtain and enforce proper patent protection for said improvements in all countries.

The aforementioned Assignors **Grace M. Scire**, 10 Filmore Avenue, Danbury, Connecticut 06811; **Joan Waldron**, 624 Republic Drive, Fort Collins, Colorado 80526; and **Jacob Segovia**, 789 Ridge Drive, Divide, Colorado 80814, hereby declare that all statements made herein of our own knowledge are true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

**Witnessed by:**

Jerry A. Neal

Hilma G. Kuhn  
Printed Name of Witness

  
Grace M. Scire

Signed at City of Danbury, State of Connecticut, this 27 day of Sept, 2000.

**Witnessed by:**

Witness Signature & Date  
Sylvia C. Orlins  
Printed Name of Witness

**Joan Waldron**

Signed at Fort Collins, State of Colorado, this /5 day of SEPTEMBER 2000.

Witnessed by:

Milton Williams Sept. 22, 2000

Witness Signature & Date

Jacob Segovia

Milton Williams

Printed Name of Witness

Signed at Divide, State of Colorado, this 22 day of Sept, 2000.

MAR-28-2001 19:28

ST. ONGE

2033271096

P. 25-97

Assignment

**WHEREAS**, We, the undersigned inventors, have made certain inventions or discoveries (or both) as set forth in an application for Letters Patent of the United States of America, entitled **Method And Apparatus For A Hearing Aid Coupling System**, which application is being filed herewith;

**WHEREAS**, New World Sounds, Incorporated, a corporation organized and existing under the laws of the State of Connecticut, and having an office and place of business at Ten Filmore Avenue; Danbury, CT 06811, and, together with its successors and assigns is hereinafter called "Assignee", and is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

**NOW THEREFORE**, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patents to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents, including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to com-

(Express Mail No. EL 550-089-256 US

Serial No. 09/821,097

MAR-26-2001 10:29

ST CNGE

2033271096

P. 26/27

Page 2  
 Assignment  
 Joan Phillips Waldron, et al.

municate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns, which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

**IN WITNESS WHEREOF**, we, Joan Phillips Waldron, Grace M. Scire', and Jacob Segovia, have hereunto set our hands and affixed our seals.

March 28<sup>th</sup>, 2001

Joan Phillips Waldron  
 Joan Phillips Waldron  
 624 Republic Drive  
 Fort Collins, CO 80526

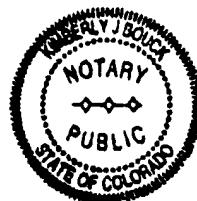
STATE OF COLORADO  
 COUNTY OF

: ss.

:

On this March 28<sup>th</sup>, 2001, before me personally came Joan Phillips Waldron, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

Kimberly J. Buck  
 Notary Public



MY COMMISSION EXPIRES:  
 November 29, 2003

Page 3  
Assignment  
Joan Phillips Waldron, et al.

March 27, 2001

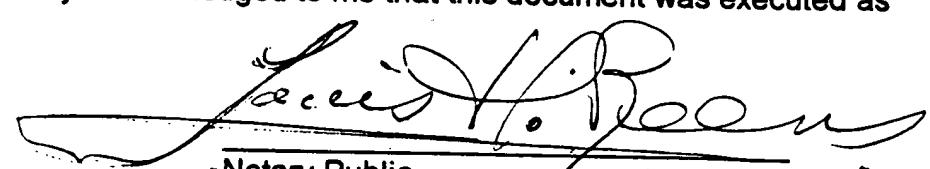
  
Grace M. Scire'  
Ten Filmore Avenue  
Danbury, CT 06810

STATE OF CONNECTICUT  
COUNTY OF

: ss.

:

On this March 27, 2001, before me personally came Grace M. Scire', to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

  
Notary Public  
Commissioner of Superior  
Court of the State of Connecticut

Date

Jacob Segovia  
789 Ridge Drive  
Divide, CO 80814

STATE OF  
COUNTY OF

: ss.

:

On this \_\_\_\_\_, 2001, before me personally came Jacob Segovia, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

Notary Public



St. Onge Stewart Johnston & Reens LLC

986 Bedford Street  
Stamford Connecticut 06905-5619  
(203) 324 6155  
(203) 327 1096  
[www.ssjr.com](http://www.ssjr.com)

July 12, 2001

VIA FEDERAL EXPRESS  
Tracking No. 7909 4349 9950

Mr. Jacob Segovia  
789 Ridge Drive  
Divide, CO 80814

Re: U.S. Patent Application for  
Method and Apparatus for a Hearing Aid Coupling System

Dear Mr. Segovia:

As you know I am patent counsel for New World Sounds, Incorporated, and have filed the above utility patent application on its behalf. You are named as an inventor of this application. A copy of the application is enclosed.

I understand that a dispute has arisen between you and the New World Sounds and that you may not be willing to sign the enclosed assignment of the patent application. However, pursuant to your prior assignment of the provisional patent application and a signed agreement with New World Sounds, copies enclosed, you had agreed to assign the application to New World Sounds.

A Declaration and an Assignment (the Assignment should be notarized) are enclosed for your signature. Please sign these papers and return them to me for filing with the U.S. Patent Office at your earliest convenience. A return envelope for your use is enclosed as well. Thank you for your anticipated cooperation.

Very truly yours,

Louis H. Reens  
[lhr@ssjr.com](mailto:lhr@ssjr.com)

LHR:c  
Enclosure

b6 b7c Glare Secure

New York (212) 730 4554  
New Haven (203) 562 0400

From: LOUIS H. REENS (203)324-6155  
 ST.ONCE STEWARD JOHNSTON & REENS LL  
 ST.ONCE STEWARD JOHNSTON & REEN  
 986 BEDFORD STREET  
 STAMFORD, CT, 06905

SHIPPER'S FEDEX ACCOUNT #

**FedEx.**

To: Jacob Segovia (203)324-6155

789 Ridge Drive

SHIP DATE: 12JUL01  
WEIGHT: 1 LBS

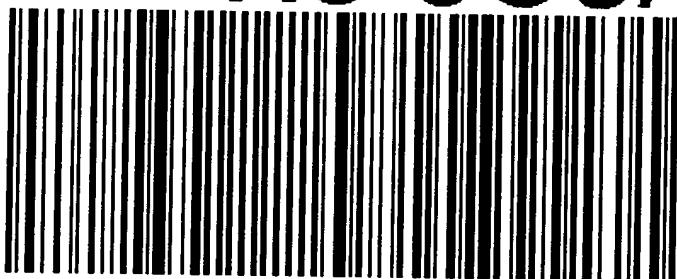
Divide, CO, 80814

Ref: 03456-P0001A



DELIVERY ADDRESS BARCODE(FEDER-EDR)  
**FedEx PRIORITY OVERNIGHT**  
**TRK # 7909 4349 9950** 598M  
**80814-CO-US XC COSA**

FRI  
 RM  
 Deliver by:  
**13JUL01**



Please fold this document in half and place it in the waybill pouch affixed to your shipment so that the barcode portion of the label can be read and scanned.  
 \*\*\*WARNING: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

## Shipping Label

[Schedule Courier](#)[Find a Dropoff Location](#)[Shipping History](#)[Shipment Complete](#)[Cancel Shipment](#)

1. Use the "Print" feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping label pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
4. To print a receipt of your shipment, please click on "Shipping History."

## Ship a New Package

[Ship Inside U.S.](#)[Ship Outside U.S.](#)[Ship to Same Recipient](#)

Use of this system constitutes your agreement to the service conditions in the current FedEx service Guide, available upon request.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

		United States
 <a href="#">Ship</a> <a href="#">Track</a> <a href="#">Rates</a> <a href="#">Signature Proof</a> <a href="#">Locations</a> <a href="#">Pickup</a> <a href="#">International Tools</a>		
<a href="#">Home</a>   <a href="#">About FedEx</a>   <a href="#">Service Info</a>   <a href="#">Careers</a>   <a href="#">eBusiness Tools</a>   <a href="#">Manage My Account</a>   <a href="#">Customer Service</a>   <a href="#">Site Index</a>		
<a href="#">Select More Online Services</a>  		<input type="text" value="Search for"/> 

- ▶ [Track Shipments](#)
- ▶ [Alternate Reference Track](#)
- ▶ [Email Track](#)
- ▶ [Multi-Carrier Track](#)
- ▶ [Cargo Track](#)

## Track Shipments Detailed Results

[Quick Help](#)

### Related Links

- ▶ [My FedEx](#)
- ▶ [FedEx Wireless Solutions](#)
- ▶ [FedEx Sidebar](#)
- ▶ [Rate Finder](#)
- ▶ [Signature Proof](#)
- ▶ [Handheld Track](#)
- ▶ [Custom Critical](#)
- ▶ [FedEx eCommerce Builder](#)
- ▶ [Print, Bind & Ship](#)
- ▶ [FedEx Address Checker](#)

**Tracking Number** 790943499950  
**Reference Number**  
**Ship Date**  
**Delivered To** Recipient  
**Delivery Location** DIVIDE CO  
**Delivery Date/Time** 07/13/2001 11:20  
**Signed For By** J.S  
**Service Type** Priority Letter

- Tracking Options**
- [Obtain a Signature Proof of Delivery](#)
  - [Email these tracking results to one or more recipients](#)
  - [Track More Shipments](#)

### Scan Activity

	Date/Time	Comments
Delivered COLORADO SPRINGS CO	07/13/2001 11:20	
Arrived at FedEx Ramp COLORADO SPRINGS CO	07/13/2001 08:13	
On FedEx vehicle for delivery COLORADO SPRINGS CO	07/13/2001 07:58	
Arrived at FedEx Destination Location COLORADO SPRINGS CO	07/13/2001 07:38	
Left FedEx Ramp COLORADO SPRINGS CO	07/13/2001 06:07	
Left FedEx Sort Facility MEMPHIS TN	07/13/2001 04:55	
Left FedEx Sort Facility MEMPHIS TN	07/13/2001 00:54	
Left FedEx Sort Facility MEMPHIS TN	07/13/2001 00:28	
Arrived at Sort Facility MEMPHIS TN	07/13/2001 00:22	
Left FedEx Ramp JAMAICA NY	07/12/2001 22:15	
Arrived at FedEx Ramp JAMAICA NY	07/12/2001 21:26	
Left FedEx Origin Location STAMFORD CT	07/12/2001 21:03	
Picked up by FedEx STAMFORD CT	07/12/2001 16:47	

599276490042 In Transit  
 642927705534 In Transit  
 820099403488 In Transit

**Link**

### Email Your Detailed Tracking Results

Enter your email (optional), up to three email addresses as recipients, add your message, and click on **Send Email**.

**From**  
**To**  
**To**  
**To**

▼

Add a message to this email.

[Send Email](#)

[fedex.com Terms of Use](#) | [Contact Us!](#)

This site is protected by copyright and trademark laws under U.S. and

International law. Review our [privacy policy](#). All rights reserved.

© 1995-2001 FedEx.